Exhibit 311

*United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.
v. Dey, Inc., et al.*, **Civil Action No. 05-11084-PBS**

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

Lockwood, M.D., John - Vol. IV   July 23, 2008

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MASSACHUSETTS

MDL No. 1456

Master File No. 01-CV-12257-PBS

- -x

IN RE: PHARMACEUTICAL INDUSTRY

AVERAGE WHOLESALE PRICE LITIGATION

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THIS DOCUMENT RELATES TO:

United States of America ex rel.

Ven-A-Care of the Florida Keys, Inc.,

et al., v. Dey, Inc., et al.,

Civil Action No. 05-11084-PBS

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(Cross caption follows on next page.)

                    July 23, 2008

                    9:01 a.m.

                    VOLUME IV

            Continued Videotaped Deposition

            of JOHN LOCKWOOD, M.D.

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1   A.   That would bring it back to even but

2   it's not what happens in the marketplace, I mean.

3   Q.   Let's say that there is an upcharge,

4   the wholesaler can add an upcharge on top of the

5   contract price when it distributes the product to

6   the pharmacy; right?

7   MR. BREEN: Objection to form.

8   A.   They can to do that yes, sometimes.

9   Q.   And the upcharge is set by the

10   wholesaler; right?

11   MR. BREEN: Objection to form.

12   A.   That's my understanding.

13   Q.   The drug manufacturer doesn't set the

14   upcharge that the wholesaler charges the

15   pharmacy; right?

16   A.   No, my understanding is the wholesaler

17   sets what is referred to as an upcharge between

18   the wholesaler and the customer, but sometimes

19   the upcharge can be a negative amount.

20   Q.   Which would also be set by the

21   wholesaler though?

22   A.   Correct.